

**CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 1  
TO CONTRACT NO. 2917330**

**THIS AMENDMENT AGREEMENT NO 1.** is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its General Services Department Department ("City"), and PHOENIX ENVIRONMENTAL INC, a MI CORPORATION , with its principal place of business located at 11042 HI TECH DRIVE, WHITMORE LAKE, MI, 48189.

**BASIC CONTRACT DETAILS:**

☒ **Amend Contract Amount:**

Original Contract Amount is: 695,000.00

Amount Added to Contract is: 1,355,837.39

Total Amended Contract Value is: 2,050,837.39

☐ **Amend Contract Duration:**

Original Contract Expiration Date:                     

Current Expiration Date: 06/30/2018

☐ **Amend Contract Terms and Conditions**

**WITNESSETH:**

**WHEREAS**, the City has engaged the Contractor to provide certain services ("Services") to the City; and

**WHEREAS**, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

**WHEREAS**, Article 18 of the Contract permits the parties to amend the Contract by mutual agreement; and

**WHEREAS**, it is the mutual desire of the parties to amend the Contract as set out in detail in the following sections;

**NOW, THEREFORE**, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

**1. AMENDMENT TO SECTION \_Article 7: Compensation\_**

**1.01** Section 7.01, which now reads:

- 7.01 Compensation for Services provided shall not exceed the amount of **Six Hundred and Ninety Five Thousand Dollars (\$695,000.00)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

Is amended to read:

Compensation for Services provided shall not exceed the amount of **Two Million, Fifty Thousand, Eight Hundred Thirty Seven Dollars and Thirty Nine Cents. (\$2,050,837.39)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

## **2. AMENDMENT TO EXHIBIT B**

- 2.01 Exhibit B of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit B in its place.

## **3. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT**

- 3.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

## **4. AMENDMENT AUTHORIZATION**

- 4.01 This Amendment to the Contract shall not become effective until:

- a) The Amendment has been approved by the required City departments;
- b) The Amendment has been authorized by resolution of the City Council, if applicable;  
and
- c) The Amendment has been signed by the City's Chief Procurement Officer.

Prior to the approvals set forth in this Section, the Chief Procurement Officer shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment

**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract Amendment as follows:

City of Detroit:

General Services Department Department:

By: *Mac O'Neil* 6/10/16  
Name Date

DIRECTOR

Title

Contractor:

By: *Carol J. Geller* 6/9/2016  
Name Date

CFO

Title

THIS AMENDMENT WAS APPROVED BY  
THE CITY COUNCIL ON:

6/21/16

Date

THIS AMENDMENT WAS APPROVED  
BY FRC ON:  
(if FRC approval is not required, leave blank)

6/27/16

Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO § 7.5-206 OF THE CHARTER  
OF THE CITY OF DETROIT

DocuSigned by:

*Kimberly James*

7/7/2016

B3D200EBED9D4BD

Corporation Counsel

Date

APPROVED BY THE CHIEF PROCUREMENT  
OFFICER

DocuSigned by:

*Lena Willis*

7/7/2016

D1114AA36D0E4E2

Chief Procurement Officer

Date

**THIS CONTRACT AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED  
BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF  
PROCUREMENT OFFICER.**

## **FIRST AMENDED EXHIBIT B**

### **FEES AND REIMBURSABLE EXPENSES**

#### **EXHIBIT B: FEE SCHEDULE**

##### **I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **Two Million, Fifty Thousand, Eight Hundred Thirty Seven Dollars and Thirty Nine Cents. (\$2,050,837.39)**, for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**12/10/2015**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>THE CELENTINO AGENCY</b> 6818 Haxon Valley Court Lansing, MI 48917	<b>CONTACT</b> NAME: PHONE (A/C No. Ext.) <b>(248) 310-6797</b> FAX (A/C No.) <b>(517) 721-1836</b> E-MAIL ADDRESS: <b>celentinoagency@gmail.com</b>
INSURERS AFFORDING COVERAGE	
<b>INSURED</b> <b>Phoenix Environmental</b> 12815 Premier Center Court Plymouth, MI 48170 (734) 449-1266	INSURER A: <b>EMC</b> INSURER B: <b>EMC</b> INSURER C: <b>COLONY INSURANCE</b> INSURER D: <b>COLONY INSURANCE</b> INSURER E: <b>EMC Insurance CO.</b> INSURER F: <b>EMC Insurance CO.</b>

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NO.	EFFECT DATE	EXPIRATION DATE	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>see below</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	Y	8/28/2015	8/28/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (EX. OCCURRENCE) \$ <b>50,000</b> MED EXP (ADVANCEMENT) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/PROP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	8/28/2015	8/28/2016	COMBINED SINGLE LIMIT (EX. ACCIDENT) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <b>10,000</b> <input checked="" type="checkbox"/> CLAIMS-MADE		8/28/2015	8/28/2016	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) (If yes, describe under DESCRIPTION OF OPERATIONS below)	N/A	8/28/2015	8/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER EX EL EACH ACCIDENT \$ <b>1000000</b> EL DISEASE - EA EMPLOYEE \$ <b>1000000</b> EL DISEASE - POLICY LIMIT \$ <b>1000000</b>
C	<b>Professional Insurance</b> <b>Pollution Insurance</b>	Y	8/28/2015	8/28/2016	<b>1,000,000 Claims Made</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Detroit is named as Additional Insured as respects to General Liability and Auto Liability with respect to liability arising out of the operations performed by the Named Insured. Coverage is primary and non-contributory. 30 days Notice of Cancellation endorsement is included for General Liability.**

**CERTIFICATE HOLDER**
**CANCELLATION**

**City of Detroit**  
**810 Coleman A. Young Municipal Center**  
**Detroit MI 48226**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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REVISED 7-12-2012

**COVENANT OF EQUAL OPPORTUNITY****(Application for Clearance - Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of Phoenix Environmental, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No.: (if applicable) 15WN127

Duration of Covenant \_\_\_\_\_ to \_\_\_\_\_

Printed Name of Contractor/Organization Phoenix Environmental, Inc

Contractor Address 45501 Helm Street Plymouth Michigan 48170

(City) (State) (Zip)

Contractor Phone/E-mail 734-449-1266 / c.smith@phoenixenv.com

(Phone) (E-mail)

Printed Name & Title of Authorized Representative Vicki Reid Smith President

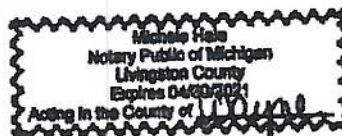
Signature of Authorized Representative: Vicki Reid Smith

Date: 10/28/15

Signature of Notary: Michelle Hale \*\*This Document MUST be Notarized\*\*

Printed Name of Seal of Notary: Michelle Hale

My Commission Expires: 04 / 30 / 2021

**FOR CONTRACTING DEPARTMENT USE ONLY:**

Date Rec'd \_\_\_\_/\_\_\_\_/\_\_\_\_ Received By: \_\_\_\_\_ Title: \_\_\_\_\_

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



**PURCHASING DIVISION - CITY COUNCIL RECOMMENDATION SHEET**

BUYER'S NAME: Karla R. Marshall DATE: June 09, 2016 CONTRACT#: 6000131  
DEPARTMENT: General Services Department DEPARTMENT CONTACT: Brad Dick PHONE #: 313-628-0913  
SUPERVISOR'S APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_ WAIVER OF RECONSIDERATION \_\_\_\_\_

STANDARD P.O. ( ) B.P.O. ( ) C.P.O. (X) AWARD SHEET ATTACHED ( ) RENEWAL OPTIONS: \_\_\_\_\_  
DESCRIPTION/COMMODITY: Furnish Fuel System Upgrade Services

PERIOD: (IF CONTRACT) 2 Years

AWARDED TO: (NAME OF COMPANY) PHOENIX ENVIRONMENTAL INC REQUIRED DATE: June 23, 2016

ADDRESS: 11042 HI TECH DR CITY: WHITMORE LAKE STATE: MI ZIP: 48189 PHONE #: (734) 449-1266  
(STREET ADDRESS NOT A P.O. BOX #)

**EXPIRATION DATE**

<u>11/20/16</u> HRD	( ) SOLE BID
<u>8/31/16</u> INCOME TAX	( ) LOWEST BID
<u>8/31/16</u> REVENUE COLLECTION	(X) LOWEST ACCEPTABLE BID
	( ) EQUALIZATION

**ANNUAL PURCHASE VALUE**

USING DEPARTMENT(S): General Services Department - \$2,050,837.39

Account String: 1002-13990-472210-621955-000000-000000-0395-000000

NO. OF BIDS SOLICITED _____	NO. OF BIDS RECEIVED <u>1</u>	CITY FUNDS <u>100</u> %	STATE FUNDS _____ %	FEDERAL FUNDS _____ %
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PRICE(S) ARE:

**RECOMMENDATION**

**PARTICULARS**

FORMAL (X)  
INFORMAL ( )

**GUARANTEES**

BID DEPOSIT ( ) \$ \_\_\_\_\_  
PERFORMANCE BOND ( ) \$ \_\_\_\_\_  
PAYMENT BOND ( ) \$ \_\_\_\_\_

**INSURANCE**

PROP. DAMAGE (P/O) (X) \$ \_\_\_\_\_  
PUBLIC LIABILITY (B/I) (X) \$ \_\_\_\_\_  
MICH WORKER'S COMP (X) STATUTORY REQ.

Was the System Award Management (SAM) checked? X Yes \_\_\_\_\_ No

City Council Approval Date: \_\_\_\_\_

# City Council Contract Agenda Items Review Checklist

Reviewer: Donald G. Bryant

Date Received: June 10, 2016

Date: June 09, 2016

Department: General Services Department Division:

Dept Head/Contact Person: Brad Dick Phone No.: 313-628-0913

Description: Furnish Fuel System Upgrade Services

brief explanation of function or need of the goods/services

To provide a full "Tank-Up" upgrade including replacing existing sumps, pumps, dispensers sumps, concrete, fuel island forms and tank monitors at Davison and Chandler. The original Contract value was \$695,000.00. Amendment No. 1 is for an increase of \$1,355,837.39. The total contract amount will be \$2,050,837.39.

Contract No.: 2917330-A1 PO Type: Contract Purchase Agreement Est. Value: \$2,050,837.39

Contract Term (if applicable): 01/01/2016 - 06/30/2018

Funding: City 100% State 0% Federal 0% Other: \_\_\_\_\_ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: PHOENIX ENVIRONMENTAL INC Required Date: June 14, 2016

- 
1. The business being awarded is Amendment If a renewal, provide justification for renewal: This Amendment is to increase Contract amount to provide Fuel System Upgrade Services.
  2. Was the product or service competitively bid? ☒ Yes ☐ No  
**Attach Copy** of Bid Tabulation/Evaluation score sheets as needed  
If the answer to #2 is "NO" explain why there was no competition: \_\_\_\_\_
  3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: \_\_\_\_\_  
If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_



4. Were savings achieved?

☐ Yes Amount \$\_\_\_\_\_

☒ No

5. Does this agreement represent an increase? Yes

☐ Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

☒ Change in amount/volume of the good or service to be used. Increase in Services

6. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No

If yes please list: \_\_\_\_\_

7. Is this good/service used by other departments? ☐ Yes ☒ No

If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☒ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

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NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes X No \_\_\_\_\_

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☐

**PLACE ON EMERGENCY MANAGER AGENDA**

☒

**PLACE ON CITY COUNCIL AGENDA**

☐

**REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: \_\_\_\_\_

(Department)

DATE: 6/10/16

INFORMATION PROVIDED BY: Karla R. Marshall

TITLE: Procurement Specialist

PHONE: 313-833-1622



## General Services Department

### **Business Case Information for Underground Storage Tank Management**



## Business Case



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## Business Case



### 1 Executive Summary

Phoenix Environmental is pleased to provide this input for the business case being prepared by GSD regarding our proposed repairs at seven (7) fueling sites throughout the City of Detroit. Each of these sites has a number of issues that the City of Detroit needs to address. A number of these locations have not had regular preventative maintenance for several years. As with most facilities or assets, these sites require preventative maintenance, regular inspections and normal upkeep.

The fuel that is stored at these sites can be both an asset and a liability. Under the current conditions and past attention, these sites have become more of a liability. Over the course of the last 8 months, the City of Detroit has spent an average of \$1.67 per gallon and used 1,210,980 gallons of fuel. This fuel has cost the City of Detroit, \$2,030,030.15. At these seven (7) locations, the City of Detroit has the capacity to maintain storage of approximately 275,000 gallons of gasoline and diesel fuel at any given time. With an average fuel cost of \$1.67 per gallon the City of Detroit could have as much as a \$459,250.00 asset in the ground.

Per the EPA's most recent documentation, the average cleanup cost of a leaking UST is \$100,000.00. The cost could grow to as much as \$1,000,000.00 if groundwater is affected. Regular preventative maintenance and inspections are not only required by the regulatory agencies, but they help ensure that your asset does not become a financial liability. With a total of eighteen (18) tanks, the City of Detroit could be liable for a minimum of \$1,800,000.00, if the lack of inspection and preventative maintenance continues.

To help reduce liability in the future, Phoenix Environmental is proposing a vast overhaul of your seven (7) locations. Our proposed solution helps the City of Detroit in multiple ways moving forward. Currently, the City of Detroit is not in compliance with the State of Michigan due to its lack of insurance on their tanks. Phoenix Environmental has sought to remedy that issue and was informed by multiple insurers that due to the age and condition, some of tanks at these seven (7) locations were uninsurable. The State of Michigan has recently created a fund to provide coverage for these situations. One of the stipulations to this zero cost coverage is that all previously grandfathered issues that may have been overlooked at these locations must now be brought into compliance. The proposed scope of work that Phoenix has provided for each location will ensure that each of the seven (7) locations will pass this requirement. Additionally, the estimated cost savings for the locations that would have been able to get coverage is approximately \$37,000.00 annually.

Phoenix initially proposed pricing based on what could be ascertained from a visual/site inspection at these locations and included the \$37,000.00 that will be saved when the City of Detroit is accepted to the MUST Fund (Michigan Underground Storage Tank Fund). After more extensive tank testing and inspections, Phoenix was able to determine that there were a number of issues that should be addressed that were not originally part of the scope of work or purchase order. These items have been broken down into the following specific categories:

- Replacement of the tanks at Davison and Chandler
- Installation of new sumps on every tank and dispenser
- Upgrading the delivery method of the fuel from the current suction system to a pressure system
- Upgrading the Fuel Monitoring System
- One (1) year preventative maintenance and inspections
- Contingency Budget for unforeseen complications





## Business Case



- The information about the age of the UST's at Chandler and Davison is readily available on the LARA UST Database on the State of Michigan website.
- Please see Attachment A for more information from the leading industry manufacturers, regarding the benefits of utilizing a Turbine Sump Pump, pressure system over your current suction system.
- As with any piece of electronic equipment that is nearly 15 years old, newer technology offers more accurate readings and vastly more capabilities and cost saving opportunities.
- Please see Attachment B from the EPA, regarding the issues with older sumps and leakage issues.
- With the EPA's newly enacted rules under the Revised 2015 UST Regulations, there is greater responsibility for tank owners than ever before. A proactive approach to preventative maintenance and tank upgrades must be applied to comply with the additional rules and regulations.

## 2.2 Problem Analysis

The average age and lack of previous preventative maintenance have left a great deal of issues to be dealt with at the seven (7) locations. Phoenix is proposing a solution that will directly resolve GSD's current fuel tank issues.

### Business Problem

The main issues that need to be addressed include:

- Aging steel tanks, outdated monitors, inferior and costly suction system and leaking sumps.
- The reasons why the problem exists is due to improper preventative maintenance, lack of budget and normal deterioration.
- The main impact that these issues create for GSD and the City of Detroit are increased maintenance cost, potentially costly leaks, increased costs associated with personnel not being able to refuel (wages, vehicle wear and tear)
- For some of the issues that have been presented there is a need for an immediate response. However, acceptance into the MUST Fund, which is necessary for some of the tanks for financial responsibility compliance because some sites are uninsurable and it will eliminate insurance costs for the remaining locations, will require steps to improve the overall conditions at all seven (7) locations.

### Business Opportunity

Phoenix's proposed repairs and ongoing maintenance will resolve many issues, including:

- By replacing the recommended items, Phoenix will be providing GSD and the City of Detroit will vastly superior fueling facilities.
- Replacement of the tank top up includes the following; new sumps, piping, turbine pumps, dispensers, monitoring equipment and in the case of Davison and Chandler new tanks with a 30 year warranty.
- In their current condition, these sites will simply continue to deteriorate until they are no longer a viable fueling option for GSD or the City of Detroit.
- Agreeing to proposed repairs and replacement being recommended will provide the City of Detroit with faster fueling capabilities, decreased time spent with State inspectors, peace of mind and vastly superior leak detection equipment with integration into the existing Assetworks M-5 platform.



## Business Case



### 2.2.1 Costs

Category	Cost	Value	Budgeted
Original Estimate	• Initial testing and insurance, Training	\$ 92,500.00	YES
	• Individual Site Repairs(Excluding Harbormaster, issues not known)	\$ 390,000.00	YES
	• Remaining Maintenance (2) years	\$ 212,500.00	YES
		\$ 695,000.00	
Revised Estimate	• Actual Initial Testing and Insurance Costs	\$ 25,000.00	Already Billed
	• Class C Training	\$ 19,000.00	In-Process
	• New Site Repairs Estimate	\$ 1,341,610.66	
	• Maintenance and Inspections (1) year	\$ 58,000.00	Proposed
	• Contingency	\$ 100,000.00	Proposed
		\$ 1,571,610.66	

The revised estimate is based on the results of extensive testing of the tanks at these seven (7) locations. We have carefully reviewed the costs associated with the necessary repairs and feel confident that the City of Detroit will be pleased with the finished results. We have also carefully gone through our accounts to prepare our estimated maintenance and inspections for a period of one (1) year. Spending the additional funds to bring these seven (7) locations in compliance with current regulations, a requirement in order to gain acceptance into the MUST Fund, not only saves the city approximately \$37,000.00 a year in insurance, it will also decrease the first year costs by an additional \$48,250.00 for a first year savings of approximately \$85,250.00. The \$58,000.00 value provided for the maintenance and inspections is broken down as approximately \$23,000.00 for the inspections and annual Class A & B charges. The remaining balance is an estimated expected maintenance cost. The \$100,000.00 contingency value is provided to cover unforeseen issues that may be found during the construction process. These could include; replacement of existing wiring, conduit replacement, increased time and materials, as well as any other matters discovered upon the removal of the existing concrete. The replacement conduit and wiring alone may cost \$5,000.00 - \$10,000.00 per location.

### 2.2.2 Original Scope of Work vs. New Scope of Work

Category	Total Cost	Work to be Performed
Original Estimate	\$695,000.00	Under the original plan, Phoenix was planning on addressing only major issues at each location. This included replacement of broken dispensers, tank monitors and other repairs totaling the originally estimated \$695,000.00. This was a bare minimum quote to keep these locations operational.
Revised Estimate	\$1,552,610.66	Under the new estimate, Phoenix is offering a longer term solution for these fueling sites. Besides the full tank replacement at Davison and Chandler, Phoenix is proposing a full "Tank-Up" upgrade. Replacing the existing sumps, pumps, dispensers, dispenser sumps, concrete, fuel islands, steel island forms and tank monitors. This solution accompanied with normal preventative maintenance will ensure a longer life expectancy and decreased potential liability and on-going routine maintenance costs for the City of Detroit.





## Business Case



### 2.2.3 Risks

Description	Likelihood	Impact	Likely Outcome
Perform no repairs or Maintenance	Low	Very High	A fuel leak or red tagged by State of Michigan.
Perform Initially Proposed Option	Medium	High	The City of Detroit will have a sufficient system, but will likely continue to incur high annual maintenance costs and likely continued issues with existing equipment.
Perform Newly Proposed Option	Medium	Very High	The City of Detroit will enjoy state of the art equipment that will increase productivity and decrease time spent at the pump, as well as time spent monitoring equipment. They will also enjoy the \$37,000 savings on insurance with acceptance into the MUST Fund, because they have adequately updated all the necessary equipment to comply with current regulations.

## 3 Summary

In summary, Phoenix Environmental is confident that the proposed plan that will provide the City of Detroit with not only fully functioning facilities, but systems that provide efficiency, convenience and lower ongoing maintenance costs. Performing tank removals/replacements at Davison and Chandler will drastically decrease the likelihood of any leakage or significant costs that are associated with them. The proposed pressure system will decrease fueling times and ensure maximum productivity of your drivers while fueling vehicles. Integrating your existing system with the newer model tank monitors provides many unique features and time saving solutions. Record keeping and data collection from the newly installed systems will provide the City of Detroit with additional means to save money and continually improve efficiency.

### 3.1 Supporting Documentation

- Attachment A – Industry Leading Manufacturers Recommendations on Turbine Pumps
- Attachment B – EPA Estimated Leak Expenses and Sump Issues
- Attachment C – Documentation on EVO Monitoring System
- Attachment D – Yale Environmental Health & Safety Information on UST's
- Attachment E – Biodiesel Blend Information
- Attachment F – Comparison of 1988 UST Regulations and Revised 2015 UST Regulations



**Deborah Coleman - Fwd: RRI Recommend for Approval: GSD - \$1,494,105 (Fuel System Upgrade)**

**From:** Irene Tucker <tuckeri@detroitmi.gov>  
**To:** Brad Dick; Jan Anderson; Jerrell Harris; Justin Fenwick; Alia Moss; Dave ...  
**Date:** 4/14/2016 7:06 AM  
**Subject:** Fwd: RRI Recommend for Approval: GSD - \$1,494,105 (Fuel System Upgrade)

Fyi

Sent from my Verizon Wireless 4x4 LTE

----- Original message -----

**From:** Pamela Scales <scalesp@detroitmi.gov>  
**Date:** 04/13/2016 7:13 PM (GMT-05:00)  
**To:** Irene Tucker <tuckeri@detroitmi.gov>  
**Subject:** Fwd: RRI Recommend for Approval: GSD - \$1,494,105 (Fuel System Upgrade)

<> "Pamela Scales" 04/13/2016 19:14 >>>

Sent from my iPhone

Begin forwarded message:

> From: "John Hill" <hillj@detroitmi.gov>  
> Date: April 13, 2016 at 6:35:19 PM EDT  
> To: "qol requests" <qolrequests@detroitmi.gov>  
> Cc: "LaShanda Davis" <DavisLas@detroitmi.gov>, "John Hageman" <HagemanJ@detroitmi.gov>, "Michael Jamison" <JamisonM@detroitmi.gov>, "David Massaron" <David.Massaron@detroitmi.gov>  
> Subject: Re: RRI Recommend for Approval: GSD - \$1,494,105 (Fuel System Upgrade)  
>  
> Is it just a coincidence that the maintenance support is exactly equal to the cost savings in the out years. I will approve the case and don't want to hold up this processes of it  
>  
> John W. Hill  
> Chief Financial Officer  
> City of Detroit  
> Coleman A. Young Municipal Center  
> 2 Woodward Avenue, Suite 1100  
> Detroit, Michigan 48226  
>  
> Phone: (313) 224-3382  
> Mobile: (313) 378-7684  
> hillj@detroitmi.gov  
> www.detroitmi.gov  
>  
> Michael E. Duggan, Mayor  
>  
>> On Apr 13, 2016, at 2:48 PM, qol requests <qolrequests@detroitmi.gov> wrote:  
>>  
>> John,  
>>  
>> OFPA recommends for approval \$1,494,105 to fund the upgrade of the City's fuel system (7 fueling stations across the City).  
>>  
>> The recommended funding sources are:  
>> Operating - \$100,000: 1002-472060-000000-628500-13990-000000-000000  
>> Capital - \$1,394,405: 1002-472060-353100-628500-13990-000000-000000  
>> The business case as proposed is primarily capital with operating cost initially earmarked for a contingency noted by the vendor, Phoenix Environmental (see Ex. 1).  
>>  
>> Similar to other capital cases, all confirmed capital costs will be transferred to a capital funding source (ext financing/GO bonds) upon reconciliation of actual spend.  
>>  
>> GSD is requesting an expedited decision on this case to mitigate compliance issues with the State.  
>>  
>> Relevant documents are attached for your reference.  
>>  
>> Please respond to this email with your decision.  
>>  
>> Thanks and let me know if you have any questions.  
>>  
>> Mike Jamison  
>> 313.224.1821  
>>  
>>  
>>  
>> Office of the CFO / Financial Planning & Analysis (FP&A)  
>> City of Detroit  
>>  
>>

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : phoenix\* michigan\***  
**Record Status: Active**

**No Search Results**

**CORPORATION CERTIFICATE OF AUTHORITY**

I, VICKI REID SMITH, Corporate Secretary of  
(name of corporate secretary)

PHOENIX ENVIRONMENTAL INC., a MICHIGAN  
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), DO HEREBY CERTIFY that the  
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on 11/30/2015, and that the same is now in full force and effect:  
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal of otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that	_____ is Chairman
<u>VICKI REID SMITH</u>	_____ is President,
<u>CASEY SMITH</u>	_____ is/are Vice President(s),
<u>VICKI REID SMITH</u>	_____ is Treasurer,
<u>VICKI REID SMITH</u>	_____ is Secretary,
_____	_____ is Executive Director, and
<u>MARK J. AGBO</u>	_____ is <u>CHIEF FINANCIAL OFFICER</u>

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 30th day of NOV, 2015.  
CORPORATE SEAL  
(if any)

  
\_\_\_\_\_  
Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

**CITY ACKNOWLEDGMENT**

STATE OF MI )  
COUNTY OF WAYNE )SS.

The foregoing contract was acknowledged before me the 2 day of December,  
2015, by BRAD DICK  
(name of person who signed the contract)  
the Director  
(title of person who signed the contract as it appears on the contract)  
of GENERAL SERVICES DEPARTMENT  
(complete name of the City department)

on behalf of the City.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

### Hiring Policy Compliance Affidavit

I, Vicki Reid Smith, being duly sworn, state that I am the \_\_\_\_\_  
\_\_\_\_\_  
President of Phoenix Environmental, Inc.  
\_\_\_\_\_  
Title Name of Bidder Corporation or Other Business Entity

And that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

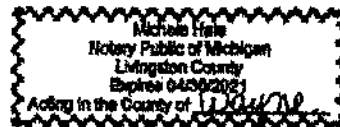
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

Signed,

Vicki Reid Smith

Title: President Date: 10-20-15

STATE OF Michigan )  
 )SS.  
COUNTY OF Wayne )



The foregoing Affidavit was acknowledged before me the 28th day of October, 2015,  
by Michele Hale

Notary Public, County of Livingston

State of Michigan

My commission expires: 04/30/2021



## APPLICATION FOR EMPLOYMENT

All applicants are considered for all positions without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical/mental disability, severe/morbid obesity, medical condition, military/veteran status, genetic information, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. By completing this application, you are seeking to join a team of hardworking professionals dedicated to consistently delivering outstanding service to our customers and contributing to the financial success of the company, its clients, and its employees. Equal access to programs, services, and employment is available to all qualified persons. Those applicants requiring accommodation to complete the application and/or interview process should contact a management representative. Please print.

Position(s) Applied for		Date of Application	
Print Name (Last, First, & Middle)			
Street Address		City	State      Zip Code
Main Phone Number	Alternate Phone Number	Email	

### EMPLOYMENT EXPERIENCE

Please list the names of your present or previous employers in chronological order with present or last employer listed first. If self-employed, give firm name and supply business references. (Add additional page if necessary)

Name of Employer		Supervisor	May we contact?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Street Address		Main Phone Number	
Dates Employed (Month/Year)		Pay Rate	
From	To	Starting	Final
Job Title and Duties		Reason for Leaving	

Name of Employer		Supervisor	May we contact?
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Street Address		Main Phone Number	
Dates Employed (Month/Year)		Pay Rate	
From	To	Starting	Final
Job Title and Duties		Reason for Leaving	

Name of Employer		Supervisor	May we contact?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Street Address		Main Phone Number	
Dates Employed (Month/Year)		Pay Rate	
From	To	Starting	Final
Job Title and Duties		Reason for Leaving	

--

Please list any other experience, job related skills, additional languages, or other qualifications that you believe should be considered in evaluating your qualifications for employment.

#### EDUCATION

Please describe your educational background in the table provided below.

	School Name	Years Completed	Diploma/ Degree (Yes/No)	Course of Study/Major	Specialized Training, Skills, or Extra- Curricular Activities



High School					
College/ University					
Graduate/ Professional School					
Trade School					
Other					

**BUSINESS AND PROFESSIONAL REFERENCES**

Please list three professional references of individuals who are not related to you.

Name and Title	Relationship	Phone Number or Email

**PERSONAL REFERENCES**

Please list three people who know you well.

Name and Title	Relationship and Years Acquainted	Phone Number or Email

**GENERAL INFORMATION**

1. Have you ever worked for this company before?.....☐ Yes ☐ No

a. If yes, please give dates and position: \_\_\_\_\_

2. Do you have friends and/or relatives working for this company?.....☐ Yes ☐ No

a. If yes, name(s) and relationship(s): \_\_\_\_\_

3. On what date are you available to begin work? \_\_\_\_\_

4. Days/Hours available to work:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

5. Are you available to work? ☐ Full-time ☐ Part-time ☐ Shift Work ☐ Temporary

6. Minimum salary required:.....Per Hour \$\_\_\_\_\_ Per Month \$\_\_\_\_\_

7. If hired, would you have a reliable means of transportation to and from work?.....☐ Yes ☐ No

8. Can you travel if the position requires it?.....☐ Yes ☐ No

9. Can you relocate if the position requires it?.....☐ Yes ☐ No

10. Are you at least 18 years old? .....☐ Yes ☐ No

a. Note: If under 18, hire is subject to verification that you are of minimum legal age.

11. If hired, can you present evidence of your identity and legal right to work in this country?.....☐ Yes ☐ No

12. Are you able to perform the essential job functions of the job for which you are applying with or without reasonable accommodation?.....☐ Yes ☐ No

a. Note: We comply with the ADA and consider reasonable accommodation measures that may be necessary for qualified applicants/employees to perform essential job functions.

**APPLICANT STATEMENT AND AGREEMENT**

Please read and initial each paragraph below. If there is anything that you do not understand, please ask.

\_\_\_\_\_ In the event of my employment with the Company, I understand that I am required to comply with all rules and regulations of the Company.

\_\_\_\_\_ If hired, I understand and agree that my employment with the Company is at-will, and that neither I, nor the Company is required to continue the employment relationship for any specific term. I further understand that the Company or I may terminate the employment relationship at any time, with or without cause, and with or without notice. I understand that the at-will status of my employment cannot be amended, modified, or altered in any way by any oral modifications.

\_\_\_\_\_ I understand that safety of employees is extremely important to the Company and that the Company is committed to ensuring a safe working environment. I understand that I, and every employee, have a responsibility to prevent accidents and injuries by observing all safety procedures and guidelines and following the directions of my site supervisor. I understand and agree to comply with federal, state, and local regulations related to on-the-job safety and health.

\_\_\_\_\_ I hereby certify that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

\_\_\_\_\_ I understand that if I am selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

\_\_\_\_\_ I understand that if any term, provision, or portion of this Agreement is declared void or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS.**

Signature: \_\_\_\_\_ Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

"City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

**Instructions:** In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

(EXHIBIT C - continued)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

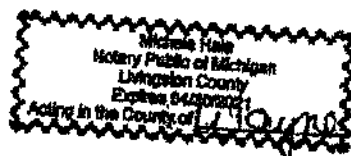
I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: Vicki Reid Smith

Print name: Vicki Reid Smith

Sworn and subscribed to before me on November 30<sup>th</sup>, 2015  
[by Vicki Reid Smith the President of the above named  
contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: Michelle Hale  
Print: Michelle Hale  
Notary Public, Livingston County, Michigan,  
Acting in Wayne County  
My Commission Expires: 4/30/2021



**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

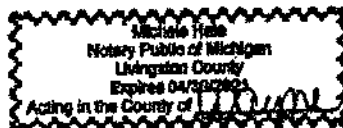
1. Name of Contractor: Phoenix Environmental, Inc
2. Address of Contractor: 45501 Helm Street Plymouth, MI 48170  
\_\_\_\_\_  
\_\_\_\_\_
3. Name of Predecessor Entities (if any): \_\_\_\_\_  
\_\_\_\_\_
4. Prior Affidavit Submission?      No   X   Yes, on: \_\_\_\_\_  
(Date of prior submission)
5.   X   Contractor was established in 1998 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.  
  
\_\_\_\_ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.  
  
\_\_\_\_ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Vicki Reid Smith (Printed Name) President (Title)

*Vicki Reid Smith* (Signature) 10-28-15 (Date)

Subscribed and sworn to before me  
this 28th day of October

*Misha D. [Signature]*  
Notary Public, Livingston County, Michigan  
My Commission Expires: 04/60/2021



**CITY OF DETROIT**  
**ACCOUNTS RECEIVABLE CLEARANCE APPLICATION**  
 2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER  
 REVENUE COLLECTIONS UNIT (313) 224-4067 / FAX: 224-4238 / [RevenueCollections@cityofdetroit.gov](mailto:RevenueCollections@cityofdetroit.gov)

SECTION A:	BUSINESS LICENSE	BUDGET	CITY COUNCIL	DDOT	DPW	FINANCE	FIRE	HEALTH
	HUMAN RIGHTS	LAW	MAYOR	OMBUDSMAN	PLANNING & DEVELOPMENT	POLICE	PURCHASING	
	RECREATION	X WATER & SEWAGE	OTHER					

ADDRESS OF DEPARTMENT 300 West Jefferson Detroit MI 48208  
 DATE SENT \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
 PHONE NUMBER 313-287-6483 FAX NUMBER 313-287-6810/0812 EMAIL Purch-Skts@detrend.org  
 CONTRACT AMOUNT \$ \_\_\_\_\_

---

SECTION B: CORPORATION LICENSE TYPE \_\_\_\_\_  
 CORPORATION NAME Phoenix Environmental Inc.  
 ADDRESS 45501 Helen Street CITY/STATE/ZIP Plymouth MI ☒ OWN ☐ LEASE  
 CITY PERSONAL PROPERTY NUMBER NA FID / EIN NUMBER 38-339-1670  
 OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
 CONTACT PERSON Michele Hale PHONE NUMBER 734-749-1266 EMAIL ADDRESS m.hale@phoenixenv.com

---

SECTION C: PARTNERSHIP LICENSE TYPE \_\_\_\_\_  
 BUSINESS NAME \_\_\_\_\_  
 BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN ☐ LEASE ☐  
 CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_  
 A. PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN ☐ LEASE ☐  
 DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
 B. PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN ☐ LEASE ☐  
 DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
 CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

---

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE \_\_\_\_\_  
 BUSINESS NAME \_\_\_\_\_  
 BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN ☐ LEASE ☐  
 CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_  
 OWNER'S NAME \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN ☐ LEASE ☐  
 OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_

---

SECTION E: PERSONAL SERVICES  
 NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ OWN ☐ LEASE ☐  
 CITY/STATE/ZIP \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_  
 OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

FOR THE REVENUE COLLECTIONS UNIT USE ONLY:

APPROVED

DENIED

DENIED WITH ATTACHMENTS

NOV 02 2015


CLEARANCE VALID UNTIL

AUG 31 2016

REVENUE COLLECTIONS  
 APPROVED  
 CONTRACT CLEARANCES



OCT 28 2015

 **REQUEST FOR INCOME TAX CLEARANCE**

REQUESTING DEPARTMENT/DIVISION: Detroit Water and Sewer Department

E-MAIL ADDRESS: njones@detroitmi.org

CONTRACT NAME: \_\_\_\_\_

Type of Clearance: ☐ New ☒ Renewal (Please submit 30 days prior to submitting bid or expiration date)

**A. To:**  
 City of Detroit  
 Income Tax Division  
 Calvin A. Young Municipal Center  
 2 Woodward Avenue, Rm. 1239  
 Detroit, MI 48226

**From:**  
 Individual or  
 Company Name: Phoenix Environmental Inc  
 Address: 45501 Helm Street  
 City: Plymouth  
 State: Michigan Zip Code: 48170  
 Telephone: 734-449-1266 Fax: 734-449-1268  
 E-mail Address: m.hale@phoenixenv.com

**B. Name of Chief Financial Officer/Authorized Contact Person**  
 (Include address if different from above)  
Vicki Heid Smith  
 Employer Identification or Social Security Number: 38-33971670

Telephone # 734-449-1266  
 Fax # 734-449-1268

Business Social Security Number: \_\_\_\_\_

Nature of Contract: Preventive Maintenance

BID CONTRACT AMOUNT (if known)  
 Dollars \$ \_\_\_\_\_ Cents # of known 2884193

**C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.**

Check One: ☒ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

**INDIVIDUALS ANSWER QUESTIONS 1-4.**

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☒ Yes ☐ No

2. Are you a student, under claimed as a dependent on a spouse's tax return? ☐ Yes ☒ No

3. Were you employed in the City of Detroit during the last seven (7) years? ☐ Yes ☒ No

4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☒ No

**CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5-7.**

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DRF-4). ☐ Yes ☒ No

6. Will the company hire employees working in Detroit? ☐ Yes ☒ No

7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☒ No

**D. FOR INCOME TAX USE ONLY**

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☐ Yes ☒ No

☒ Yes ☐ No

☐ Yes ☐ No

Signature: LUCHETTA JENNINGS Date: NOV 14 2015

Signature: LUCHETTA JENNINGS Date: NOV 20 2015

Signature: LUCHETTA JENNINGS Date: NOV 20 2015

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT [www.detroitmi.org](http://www.detroitmi.org)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to [IncomeTax@detroitmi.org](mailto:IncomeTax@detroitmi.org).